

# Home INSURANCE POLICY

*We're always there*



**Gasamamo**  
INSURANCE

[www.gasamamo.com](http://www.gasamamo.com)

# Home Insurance Policy

This is your policy, explaining your protection in detail.

Your premium has been based upon the information shown in the Policy Schedule.

**Please check your Policy Schedule to ensure that the details we hold are correct.**

If after reading your policy you have any questions, please contact GasanMamo Insurance.



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# The Contract of Insurance

Your GasanMamo Insurance Home Insurance policy document is made up of this booklet, the schedule and any endorsements shown on your schedule. Your GasanMamo Insurance Home Insurance policy is a contract between us, GasanMamo Insurance and you, the Policyholder. It is formed by your application form and this policy document.

We will insure you against loss, damage or legal liability which may happen during any period of insurance which you are covered for. This is based on the information you give us and the declaration you made in the application form. It also depends on the terms of the policy.

The policy document describes the property insured and sets out all the circumstances when you can make a claim. It tells you how we settle claims and the maximum amounts we will pay.

Insurance policies do not cover you against every loss. For example, you cannot claim if the only damage is wear and tear caused by normal everyday use. The policy document also explains the exclusions - the things you are not covered for.

There are also certain conditions which you must meet. For example, you and members of your household must keep your property in a good state of repair and take all reasonable steps to prevent injury, loss or damage.

On behalf of GasanMamo Insurance Ltd.



Albert P. Mamo  
Managing Director

You must tell us about any changes which affect your policy and which have occurred either since the policy started or since the last renewal date. If you are not sure whether certain facts are relevant please ask your Insurance Adviser. If you don't tell us about relevant changes, your policy may not be valid or the policy may not cover you fully.

You should keep a written record (including copies of letters) of any information you give to us, or your Insurance Adviser when you renew this policy.

GasanMamo Insurance  
LIMITED

Registered in Malta: No. C3143.  
Registered Office:  
Head Office, Msida Road, Gzira GZR 1405, Malta.

# Definitions

**Each time we use one of the words or phrases listed below, it will have the same meaning wherever it appears in italics in your policy.**

## *The Policyholder/You*

The person or people shown on *the schedule* under 'Name of Policyholder'.

## *Your Household*

*You*, members of your family living permanently with *you* and your domestic employees.

## *We/Us/GasanMamo Insurance*

*GasanMamo Insurance Ltd.*

## *Malta*

The islands of *Malta*, Gozo and Comino

## *Home*

The self contained property at the address shown on *the schedule* including any outbuilding, underlying or interconnecting garage used for private purposes only.

Unless described differently by *endorsement*, the *home* must be built of brick, stone or concrete, and roofed with slate, tile, asphalt, metal or concrete.

## *Buildings*

The *home* including fixtures and fittings, interior decorations, aerials and masts, satellite dishes, solar water heaters, water storage tanks, burglar alarm systems, domestic air-conditioning equipment, outbuildings, garages and greenhouses all designed and used for domestic purposes only, swimming pools and related equipment and machinery, tennis courts, terraces, patios, driveways, footpaths, walls (including rubble walls), gates, hedges and fences and your share of common areas and passenger lift.

## *Household Contents*

All possessions belonging to *your household* or for which any member of *your household* is legally responsible (but only to the extent of their financial liability to the owner) including fitted kitchen furniture and built-in appliances which form part of the fitted units.

### **This does not include the following:**

1. *Motor vehicles*, caravans, trailers, boats, canoes, surfboards, sailboards, overcraft, aircraft, gliders and any accessory which is designed to be used with any of these.
2. Living creatures.
3. Trees, bushes or plants of any kind (but not houseplants which *you* usually keep in your *buildings*).
4. Interior decorations.
5. Plans, drawings, securities, certificates or documents of any kind except those defined as *money*.
6. Property owned or used totally or partly for business purposes or connected with any employment.
7. Fixed swimming pool equipment and machinery.
8. Burglar alarm systems and domestic air-conditioning equipment.
9. Property more specifically insured by this or any other policy.

## Money

Cash, cheques, travellers cheques, current travel tickets, hotel vouchers, telecards, mobile phone top-up vouchers and stamps not forming part of a stamp collection.

## Motor Vehicle

Mechanically or electrically propelled vehicles (other than domestic garden equipment), caravan, aircraft or watercraft.

## Valuables

Furs, jewellery, articles containing precious metals or stones, gold or silver articles, curios, clocks, watches, personal adornments, works of art, paintings, pictures, stamp, coin or medal collections.

## Amount Insured

The *amount insured* as shown on *the schedule* is the maximum amount payable (depending on any special conditions shown in the policy booklet) for all claims which happen because of any one incident. This maximum amount is not reduced if we pay a claim.

The *amount insured* under Part A must be adequate to rebuild your *buildings* as new including the cost of professional fees, site clearance costs and costs which *you* must pay by law.

The *amount insured* under Parts B and C of your policy must be enough to replace the insured items as new, taking into account the basis of settlement described in the Claims Settlement section.

## The Schedule

*The schedule* is part of this policy. Whenever there is a change in the terms of your insurance contract, *you* will be given a fresh schedule. *The schedule* gives details of *the policyholder*, the *period of insurance*, the property insured, the *amounts insured*, any *endorsements*, and the insured address.

## Period of Insurance

Any length of time which we have accepted your premium for, as shown on your latest *schedule*.

## Endorsement

A change to the terms of the policy.

If *you* have any *endorsements* there will be reference numbers for them on your latest *schedule*.

## Unoccupied

This is when your *home* is insufficiently furnished for habitation or is not lived in by *you* or any member of *your household* for more than 30 consecutive days.

## *Personal Possessions*

Jewellery

Paintings

Watches

Audio, Photographic and Video Equipment

Binoculars

Mobile Phones

Musical Instruments

Sports Equipment

Pedal Cycles

Home Computer Equipment, Personal Organisers and other electronic devices

## *Exclusion*

Something your policy does not cover *you* for.

## *Loss of Sight*

Complete and irrecoverable *loss of sight*.

## *Loss of Limbs*

Means loss by physical severance at/or above, the wrist or ankle or the total and permanent loss of use of an entire hand, arm, foot or leg.

## *Permanent Total Disablement*

Means permanent and total disablement from engaging in or attending to any kind of profession or occupation.

## *Permanent Partial Disablement*

Means any Permanent Disablement other than *Permanent Total Disablement* as defined above.

## *Temporary Total Disablement*

Means temporary disablement preventing the Insured from engaging in or giving attention to his/her profession or occupation.

## *Business Contents*

Equipment, stocks, materials and trade samples which you own or are held in trust, used in your *home* in connection with your business.

## *Business Money*

Cash, cheques and current postage stamps in your *home* used in connection with your business.

# Buildings

## Part A

### *Important*

**Part A of your policy only applies if you have chosen to insure your buildings and the word 'Buildings' appears on your latest schedule.**

You are covered by the insurance provided under Part A during the *period of insurance*. However, this depends on the limits and Special Exclusions (shown in Part A), General Exclusions and General Conditions.

### *Claims Settlement*

We can choose to:

1. pay the cost of work carried out to rebuild, replace or repair your *buildings*; or
2. arrange for your *buildings* to be rebuilt, replaced or repaired; or
3. pay you cash based on our estimate of the cost to rebuild, replace or repair your *buildings*; or
4. if you choose not to rebuild or repair your *buildings* we can choose to pay the difference between the market value of the *buildings* immediately before the loss or damage happened and the market value of the *buildings* immediately after the loss or damage happened. However, this must not be more than the cost to rebuild or repair the *buildings*.

for any loss or damage as a result of any of the circumstances listed under Section 1 - Insurance for *Buildings*.

If at the time of loss or damage, the *amount insured* for your *buildings* is less than the cost of rebuilding them as new, we will only pay the following fraction of any claim that we accept:

$$\frac{\text{Amount insured}}{\text{Rebuilding cost}}$$

For example, if the *amount insured* is only three quarters of the total rebuilding cost, we will only pay three quarters of the claim.

We will not pay any extra cost of extending or improving your *buildings* once they are rebuilt as new.

### *Matching of items*

We will not pay for the cost of altering or replacing any items or parts of items which are not lost or damaged and which form part of a set, suite or other article, of the same type, colour or design.

# Section 1

## Insurance for Buildings

Under this section your buildings are insured against loss or damage caused by the following:

**Special Exclusions** (see also General Exclusions).

1. Fire	no special exclusions
2. Explosion	no special exclusions
3. Smoke	loss or damage caused by: a. agricultural or industrial operations b. any gradually operating cause
4. Lightning and thunderbolt	no special exclusions
5. Earthquake	no special exclusions
6. Theft or attempted theft from your <i>home</i>	a. if not accompanied by forcible and violent entry into your <i>home</i> b. loss or damage if your <i>home</i> is <i>unoccupied</i> - see Important Note
7. Riot, civil commotion, labour and political disturbances, vandalism and acts of malicious persons	loss or damage if your <i>home</i> is <i>unoccupied</i> - see Important Note
8. Water escaping from any fixed plumbing installation, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank	a. the first €35 of each incident b. loss or damage to the fixed plumbing installation c. loss or damage if your <i>home</i> is <i>unoccupied</i>
9. Oil leaking from any fixed heating installation, pipes or apparatus	a. the first €35 of each incident b. loss or damage to the tank, pipe or apparatus itself if caused by normal wear and tear c. loss or damage if your <i>home</i> is <i>unoccupied</i> - see Important Note
10. Storm or flood	a. the first €35 of each incident b. loss or damage to gates, hedges or fences c. loss or damage caused by subsidence, heave or landslip d. loss or damage caused by humidity, condensation and dampness as a result of ingress of water
11. Falling trees	the first €35 of each incident
12. Impact with your <i>buildings</i> by any vehicle or animal	loss or damage caused by insects, birds or domestic pets
13. Aircraft and other aerial devices or articles dropped from them	no special exclusions
14. Breakage or collapse of television and radio aerials, satellite dish aerials, aerial fittings and masts including any damage thereto up to a maximum limit of €175	no special exclusions

The following paragraph only applies if '**Wider Cover**' appears on your latest schedule. This Section is applicable only to *buildings* which have been built not later than 25 years prior to the date of proposal.

15. All other accidental loss or damage which happens as a direct result of a single unexpected event	a. the first €250 of each incident b. loss or damage while your <i>home</i> or any part of it is lent, let or sub-let c. the cost of maintaining your <i>buildings</i> and redecorating your <i>buildings</i> under normal circumstances or repairing or replacing electrical or mechanical equipment if it has been broken down or has been misused d. loss or damage by atmospheric or weather conditions, wet or dry rot, vermin, insects or fungus or any other gradually operating cause e. loss or damage specifically not covered in Part A of this policy
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## The most we will pay under this Section

This is the amount insured as shown on your latest schedule for *buildings*.

## Section 2

### *Insurance for Glass and Sanitary Fixtures*

We will pay the cost of replacing the following if they are accidentally damaged:

1. Fixed glass in windows, doors, fan lights and sky-lights, solar panel units and shower screens.
2. Sanitary fixtures, fixed wash basins, sinks, toilets, shower trays and baths.

### *Special Exclusions*

(See also General Exclusions).

- a. Damage caused when your *home* is *unoccupied* - see Important Note.
- b. The first €35 of each incident.

### *The most we will pay under this Section*

This is the *amount insured* as shown on your latest schedule for *buildings*.

## Section 3

### *Insurance for Underground Services*

We will pay the cost of replacing or repairing underground service pipes and cables for which *you* are legally responsible and which break accidentally.

### *Special Exclusions*

(See also General Exclusions).

- a. Any costs for clearing a blockage which has not directly resulted in the service pipe breaking.
- b. Any damage caused to service pipes or cables while clearing or attempting to clear a blockage.

### *The most we will pay under this Section*

This is the *amount insured* as shown on your latest schedule for *buildings*.

## Section 4

### *Insurance for Alternative Accommodation and/or Loss of Rent*

If your home cannot be lived in as a direct result of loss or damage insured under Part A of this policy, we will pay you for the following:

1. The cost of reasonable alternative accommodation if this is necessary.
2. Loss of rent due to *you*.
3. A maximum of two years ground rent if *you* have to pay this.

### *No Special Exclusions*

(But see General Exclusions).

### *The most we will pay under this Section*

This is 10% of the *amount insured* as shown on your latest schedule for *buildings*.

## Section 5

### *Insurance when you are selling your home*

When you have agreed to sell your home, the buyer will have the benefit of the insurance provided under Part A of this policy if any loss or damage happens. However, this only lasts until 'completion' of sale.

The insurance provided under Part A of this policy does not affect your rights and liabilities, or ours.

### *Special Exclusions*

(See also General Exclusions).

The buyer will not have any benefit provided under this section if the *buildings* are insured under any other policy.

### *The most we will pay under this Section*

This is the *amount insured* as shown on your latest schedule for *buildings*.

## Section 6

### *Insurance for Professional Fees and Other Costs*

#### *Professional fees*

We will pay architects' fees, surveyors' fees, and legal fees necessary to rebuild, replace, or repair your buildings after loss or damage insured by this policy.

#### *Clearance Costs*

We will pay the cost of removing debris, dismantling, demolishing, shoring-up or propping up your buildings after loss or damage which is insured by this policy. You must get our permission before any work of this kind begins, unless the work must be done immediately in the interests of safety.

#### *Costs which you must pay by law*

We will also pay the cost of meeting building and government regulations and local authority bye-laws after loss or damage which is insured by this policy.

#### *Special Exclusions*

(See also General Exclusions).

- a. Any fees *you* incur when *you* prepare a claim.
- b. Costs of meeting government or local authority regulations if they told *you* about these regulations before the loss or damage happened.
- c. Costs for any part of your *buildings* which are not damaged.

#### *The most we will pay under this Section*

This is the *amount insured* as shown on your latest schedule for *buildings*.

## Section 7

### *Insurance for your Liability as the Owner of your Buildings*

As *you* are the owner of your *buildings*, we will insure *you* for all sums which *you* become legally liable to pay for accidents happening in and around your *buildings*.

These accidents must result in:

1. bodily injury to, or illness of any person, (but not any member of *your household* or your employees); or
2. loss of or damage to property.

### *Special Exclusions*

(See also General Exclusions).

1. Loss of or damage to property which belongs to or is in the care of:
  - a. *your household*.
  - b. any other person living permanently with *you*.
  - c. any person who is employed by *you* or any member of *your household*.
2. Liability which happens because *you* own or occupy any land or building which is not one of the following:
  - a. Your *buildings*.
  - b. Any private *home* which *you* or any member of your family living permanently with *you* is temporarily living in.
  - c. Any previous *buildings* which *you* occupied immediately before it was disposed of or sold.
3. Liability which happens because of *your* trade, profession or employment or that of any member of *your household*. However *you* are covered as owner of the *buildings*.
4. Liability as a result of any agreement or contract unless *you* were liable before *you* made the agreement or contract.

### *The most we will pay under this Section*

The most *we* will pay is €1,200,000 under Section 7 of Part A, Section 15 of Part B and Section 2 of Part E of your policy added together. This is for all claims made against *you* or any member of *your household* as a result of any one incident. *We* will also pay any extra costs and expenses made against *your household* or incurred by *your household* with our written permission.

## Section 8

### *Trace and Access*

We will settle your claim, as explained in the Claims Settlement, in respect of the reasonable and necessary cost of finding the source of leak, including the making good of any damage caused during the search, following loss or damage by any of the circumstances listed under paragraph 8 to 10 in Section 1 of Part A.

### *Special Exclusions*

(See also General Exclusions).

Loss or damage caused by wear and tear.

### *The most we will pay under this Section*

This is €600.

## Section 9

### *Loss of metered water*

We will settle your claim, as explained in the Claims Settlement, for loss of metered water and heating oil following accidental damage to the fixed plumbing or water installation or fixed heating installation.

### *No Special Exclusions*

(But see General Exclusions).

### *The most we will pay under this Section*

This is €600.

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## **Important Note**

### *Insurance when your home is Unoccupied*

When your *buildings* are *unoccupied*, your policy operates as follows:

1. **for up to 30 consecutive days** insurance protection as described in Section 1 - Insurance for *buildings*.
2. **after 30 consecutive days** insurance protection as described in Section 1 - Insurance for *buildings* except for:
  - a. breakage of or damage to fixed glass and sanitary fixtures.
  - b. loss or damage caused by theft or attempted theft, vandalism or acts of malicious persons but *you* are insured for loss or damage caused by fire, explosion or smoke.
  - c. damage caused by water escaping from any fixed plumbing installation, washing machine, dish washer, refrigerator, freezer, water bed or fish tank.
  - d. oil leaking from any fixed heating installation, pipes or apparatus.

# Household Contents <sup>Part B</sup>

## Important

**Part B of your policy only applies if you have chosen to insure your possessions and the word 'Contents' appears on your latest schedule.**

You are covered by the insurance provided under Part B during the *period of insurance*. However, this depends on the limits and Special Exclusions (shown in Part B - Contents), General Exclusions and General Conditions.

## Claims Settlement

If your *contents* are lost or damaged in any of the circumstances explained in the appropriate section of your policy, we can choose to:

1. pay the cost of repairs; or
2. arrange for repairs; or
3. pay the cost of an equivalent replacement; or
4. give you an equivalent replacement; or
5. pay you cash based on the cost of repairs; or
6. pay you cash based on the cost of an equivalent, with an amount taken off for wear and tear if you are claiming for clothing, linen and pedal cycles and any other *contents* which you do not intend to replace.

If at the time of loss or damage, the amount insured for *contents* is less than the cost of replacing them as new, we will only pay the following fraction of any claim that we accept:

$$\frac{\text{Amount insured}}{\text{Total Replacement Cost}}$$

For example, if the *amount insured* is only three quarters of the total replacement cost, we will only pay three quarters of the claim.

## Matching of Items

We will not pay for the cost of altering or replacing any items or parts of items which are not lost or damaged and which form part of a set, suite or other article of the same type, colour or design.

# Section 1

## Insurance for Household Contents

We will settle your claim as explained in the Claims Settlement if your *contents* are lost or damaged while in your *home*. You are insured if this loss or damage is caused by any of the following:

	<b>Special Exclusions</b> (See also General Exclusions).
1. Fire	no special exclusions
2. Explosion	no special exclusions
3. Smoke	loss or damage caused by: a. agricultural or industrial operations b. any gradually operating cause
4. Lightning and thunderbolt	no special exclusions
5. Earthquake	no special exclusions
6. Theft or attempted theft from your <i>home</i>	a. if not accompanied by forcible and violent entry into your <i>home</i> b. loss or damage if your <i>home</i> is <i>unoccupied</i> - see Important Note
7. Riot, civil commotion, labour and political disturbances, vandalism and acts of malicious persons	loss or damage if your <i>home</i> is <i>unoccupied</i> - see Important Note
8. Water escaping from any fixed plumbing installation, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank	a. loss or damage if your <i>home</i> is <i>unoccupied</i> - see Important Note b. the first €35 of each incident
9. Oil leaking from any fixed heating installation, pipes or apparatus	loss or damage if your <i>home</i> is <i>unoccupied</i> - see Important Note
10. Storm or Flood	loss or damage caused by humidity, condensation and dampness as a result of ingress of water
11. Falling Trees	the first €35 of each incident
12. Impact by any vehicle or animal	loss or damage caused by insects, birds or domestic pets
13. Aircraft and other aerial devices or articles dropped from them	no special exclusions

The following paragraph only applies if '**Accidental Damage**' appears on your latest *schedule*.

We will settle your claim, as explained in the Claims Settlement, for accidental loss or damage to *household contents* while they are in your *home*.

14. All other accidental loss or damage which happens as a direct result of a single unexpected event.	a. The first €120 of each incident. b. Any loss or damage specifically excluded elsewhere in the policy. c. Accidental loss or damage: <ol style="list-style-type: none"> <li>i. by mechanical or electrical breakdown or failure;</li> <li>ii. to any film, disc or tape;</li> <li>iii. caused by the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing;</li> <li>iv. caused directly or indirectly by domestic pets;</li> <li>v. by scratching, denting, wear and tear;</li> <li>vi. by rot, fungus, insects, vermin or mildew;</li> <li>vii. by the action of light or any atmospheric or climatic condition or any other gradually operating cause;</li> <li>viii. by any gradually operating cause;</li> <li>ix. to food, drink or plants;</li> <li>x. arising from depreciation in value or consequential loss;</li> <li>xi. while the home is unoccupied or unfurnished;</li> <li>xii. loss or damage to clothing, stamps, documents or <i>money</i>;</li> <li>xiii. hearing aids, spectacles, sunglasses, contact, corneal or micro corneal lenses.</li> </ol>
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### *The most we will pay under this Section*

- a. For *contents* - we will pay up to the *amount insured* as shown on your latest schedule for Contents, depending on the specific limits explained below.
- b. For any one valuable - €2,500 or 5% of the *amount insured* on *household contents* whichever is the less.
- c. For *valuables* - one-third of the *amount insured* on *household contents* but not exceeding €20,000 in respect of jewellery unless otherwise agreed, or kept in an approved locked safe.
- d. For *money* - we will pay up to €500.
- e. In respect of Peril 14 above, the following additional limits will apply:
  - i. €1,200 in respect of any item.
  - ii. €2,500 in total for porcelain, china, glass and other brittle articles.

## Section 2

### *Insurance for Household Contents in the open*

We will settle your claim, as explained in the Claims Settlement, if your *contents* are lost or damaged while outside but still within the boundaries of the land belonging to your *home*. This loss or damage must be caused by any of the circumstances listed in Section 1 of Part B.

### *Special Exclusions*

(See also General Exclusions).

- a. The first €35 of each incident.
- b. Loss or damage to *money*.
- c. Loss or damage during removals.
- d. Any Special Exclusion listed in Section 1 of Part B.

### *The most we will pay under this Section*

This is €500.

## Section 3

### *Insurance for Mirrors and Glass*

We will settle your claim as explained in the Claims Settlement, if your mirrors, glass tops, ceramic hobs or fixed glass in your furniture are accidentally broken.

### *Special Exclusions*

(See also General Exclusions).

The first €35 of each incident.

### *The most we will pay under this Section*

This is €2,500.

## Section 4

### *Insurance for Alternative Accommodation and/or Loss of Rent*

If your *home* cannot be lived in as a result of loss or damage insured by paragraphs 1 to 15 of Part A, Section 1 of this policy, we will pay the following:

- a. The cost of reasonable alternative accommodation if this is necessary.
- b. Rent which should be paid to *you* or by *you*.

### *No Special Exclusions*

(But see General Exclusions).

### *The most we will pay under this Section*

We will pay up to 20% of the *amount insured* as shown on your latest schedule for *contents*.

## Section 5

### *Insurance for Pedal Cycles and Sports Equipment*

We will settle your claim as explained in the Claims Settlement if the Pedal Cycles or Sports Equipment are lost or accidentally damaged whilst anywhere in *Malta*.

### *Special Exclusions*

(See also General Exclusions).

- a. The first €35 of each incident.
- b. The cost of replacing or repairing electrical or mechanical equipment that has broken down or been misused.
- c. Loss or damage caused by:
  - i. vermin, insects, mildew; or
  - ii. any process of cleaning, repair or alteration.
- d. Loss or damage to the following:
  - i. *motor vehicles*, caravans, trailers, boats, canoes, surfboards, sailboards, hovercraft, aircraft, gliders and any accessory which is designed to be used with any of these.
  - ii. living creatures.
  - iii. items which do not belong to *your household* and which they are not legally responsible for.
  - iv. any item owned or used either totally or partly for business purposes.
  - v. any item more specifically insured by this or any other policy.
  - vi. parachutes and sub-aqua equipment while they are being used.
- e. Loss or damage to any pedal cycle which is left unlocked and unattended away from *buildings*.
- f. Loss or damage to racquets, cricket bats or golf clubs whilst in play.

### *The most we will pay under this Section.*

This is €600.

## Section 6

### *Insurance for Freezer and Refrigerator Contents*

We will settle your claim as explained in the Claims Settlement if the *contents* of your freezer and refrigerator are spoiled by:

- a. the accidental failure of the freezing unit; or
- b. fumes from your freezer or refrigerator.

### *Special Exclusions*

(See also General Exclusions).

- a. The first €35 of each incident.
- b. Loss or damage caused by:
  - i. vermin, insects (unless they cause failure of the freezing unit or the electricity or gas supply) or mildew.
  - ii. any process of cleaning, repair or alteration.
  - iii. accidental failure of the electricity or gas supply whether or not caused by the deliberate act of the supply authority.
- c. Loss or damage to:
  - i. the contents of freezers or refrigerators not in a building forming part of your *home*.
  - ii. any item held totally or partly for business purposes or in connection with any employment.

### *The most we will pay under this Section*

This is €250.

## Section 7

### *Insurance for Home Entertainment Equipment*

(Televisions, Projectors, Video Recorders, DVD Players, Satellite and Cable Television Decoders, Game Stations, Home Computer Equipment and Hi-Fi Equipment)

We will settle your claim as explained in the Claims Settlement, if your Home Entertainment Equipment (as described above) is accidentally damaged while it is in your *home*.

### *Special Exclusions*

(See also General Exclusions).

- a. The first €35 of each incident.
- b. The cost of replacing or repairing electrical or mechanical equipment that has broken down or been misused.
- c. Damage caused by:
  - i. vermin, insects, mildew; or
  - ii. any process of cleaning, repair or alteration.
- d. Damage whilst your *home* or any part of it is lent, let or sub-let.
- e. Damage if your *home* is *unoccupied*.
- f. Damage to:
  - i. any item designed to be portable (this does not include home computers, projectors and televisions).
  - ii. tapes, cassettes, compact discs, disks or record disks of any kind associated with Home Entertainment Equipment and hand held computers.
  - iii. any items not belonging to *your household* and for which they are not legally responsible.
  - iv. any item owned or used either totally or partly for business purposes.
  - v. any item more specifically insured by this or any other policy.

### *The most we will pay under this Section*

This is €2,500.

## Section 8

### *Insurance for locks and keys*

We will pay the cost of replacing locks and keys for outside doors of your home, intruder alarms and safes installed in your home if the keys of these locks have been lost or stolen.

### *No Special Exclusions*

(But see General Exclusions).

### *The most we will pay under this Section*

This is €600.

## Section 9

### *Insurance for replacing documents*

We will pay the cost of replacing deeds and documents which are lost or damaged in any of the circumstances listed in Section 1 of Part B.

### *Special Exclusions*

(See also General Exclusions).

The first €35 of each incident.

### *The most we will pay under this Section*

This is €250.

## Section 10

### *Insurance for credit, debit, charge, cheque or cash cards*

We will insure your household for all sums which they must pay under the terms of any credit, debit, charge, cheque or cash card which is only used for domestic purposes and which is lost and then used by an unauthorised person in Malta.

### *Special Exclusions*

(See also General Exclusions).

- a. Liability resulting from a lost card which you did not report to the police and to the organisation which gave you the card within 24 hours of discovering you had lost it.
- b. Liability which happens if you break the terms and conditions of the organisation which gave you the card.
- c. Liability if anyone related to you uses your card fraudulently.
- d. Liability more specifically insured under any other policy.

### *The most we will pay under this Section*

This is €2,500.

## Section 11

### *Insurance for Wedding Presents and Gifts*

We will indemnify you or any member of your household for loss or damage by any circumstances listed in Section 1 of Part B to any gifts or presents whilst held at your home, in the building where the wedding reception is being held, in the married couple's home or being transported between these locations for a period of 21 days prior and after the Wedding Day of the Insured or of any member of your household.

### *Special Exclusions*

(See also General Exclusions).

- i. Loss or damage caused by theft not accompanied by forcible and violent entry into the buildings where the Insured items are being held.
- ii. Loss or damage caused by theft or attempted theft from road vehicles.

### *The most we will pay under this Section*

This is €12,000 restricted to €1,200 in respect of *money*.

## Section 12

### *Insurance for Household Contents away from your home*

We will settle your claim, as explained in the Claims Settlement, if your contents are lost or damaged whilst temporarily away from your home (but still in Malta) by any of the circumstances listed in Section 1 of Part B.

#### *Special Exclusions*

(See also General Exclusions).

Loss or damage:

- a. caused by storm or flood to any item not in a building.
- b. caused by theft or attempted theft. However *you* are insured for loss or damage caused by theft or attempted theft from any building if this involved forcible and violent entry.
- c. to *money*.
- d. during removals.
- e. while in a furniture store, salesroom or exhibition.
- f. any *Special Exclusion* listed in Section 1 of Part B.

#### *The most we will pay under this Section*

- a. 20% of the *amount insured* as shown on your latest schedule for *contents* (subject to the specific limits detailed in (b) and (c) below).
- b. for any one *valuable* - €2,500 or 5% of the *amount insured* on *household contents* whichever is the less.
- c. limit for *valuables* - one third of the *amount insured* on *household contents* but not exceeding €20,000 in respect of jewellery unless otherwise agreed, or kept in an approved locked safe.

## Section 13

### *Insurance for Household Contents in transit*

We will settle your claim as explained in the Claims Settlement, if your contents are accidentally lost or damaged while being temporarily removed to/from your summer residence in Malta or during permanent removal from your home by professional contractors to a new home anywhere in Malta.

#### *Special Exclusions*

(see also General Exclusions).

- a. The first €120 of each incident.
- b. Loss or damage caused by theft or attempted theft from unattended road vehicles.
- c. Loss or damage to *money*.
- d. Loss or damage from a furniture store or salesroom.
- e. Any loss or damage excluded elsewhere in Part B of this Policy.

#### *The most we will pay under this Section*

- a. For *household contents* - the *amount insured* for *household contents* (subject to the specific limits detailed in (b) and (c) below).
- b. For any one *valuable* - €2,500 or 5% of the *amount insured* on *household contents* whichever is the less.
- c. For *valuables* - one third of the *amount insured* on *household contents* but not exceeding €20,000 in respect of jewellery unless otherwise agreed, or kept in an approved locked safe.

# Section 14

## *Insurance for Fatal Accidents*

We will pay €2,500 if you or your spouse suffers injury which results in death within 60 days. This must be caused by any of the following:

- a. An accident, assault or fire in your buildings.
- b. An accident while travelling as a fare-paying passenger by bus or licensed taxi.
- c. An assault in the street.

## *Special Exclusions*

(see also General Exclusions).

- a. Injury to your spouse if he/she does not normally live at the same address as *you*.
- b. Any incident happening outside *Malta*.
- c. Injury to any person who is 75 years of age or more at the time of the incident.

## *The most we will pay under this Section*

- a. We will pay up to €2,500 for all incidents which happen within each *period of insurance*.
- b. The amount payable to each policyholder will be reduced in proportion to the number of policyholders named on your latest schedule.

# Section 15

## *Insurance for Personal Liability and Liability as Occupier of your Buildings*

### **A. Personal Liability**

We will insure *you* for all the sums which *you* become personally legally liable to pay for other accidents not connected with *you* owning or occupying your *buildings*. These accidents must result in:

1. bodily injury or illness of any person (but not any member of *your household* or your employees); or
2. loss of or damage to property.

In the same way as *you* are insured, *we* will also insure each member of your family who permanently live with *you*. Each will be insured for all sums which they become personally legally liable to pay for accidents happening in, around, and away from your *buildings* in *Malta*.

### **B. Your Liability as Occupier of your buildings**

As *you* are the occupier of your *buildings*, *we* will insure *you*, for all sums which *you* become legally liable to pay for accidents happening in and around your *buildings*. These accidents must result in:

1. bodily injury to or illness of any person (but not any member of *your household* or your employees); or
2. loss or damage to property.

## *Special Exclusions applicable to A and B*

(See also General Exclusions).

- a. Loss of or damage to property which belongs to or is in the care of:
  - i. *your household*
  - ii. any other person living permanently with *you*; or
  - iii. any person employed by members of *your household*.

- b. Liability which happens because *you* own or occupy any land or building which is not one of the following:
  - i. *your buildings*
  - ii. any private *home* which *you* or a member of your family living permanently with *you* is temporarily living in; or
  - iii. any previous *buildings* which *you* occupied immediately before it was disposed of or sold and for which *you* may be liable.
- c. Liability which happens because of your trade, profession or employment or that of any member of *your household*.
- d. Liability which happens because *you* own, possess or use the following:
  - i. Animals. However, *you* are insured for domestic dogs and cats, and for horses used for private hacking or private hunting.
  - ii. Firearms. However, *you* are insured for shotguns or airguns which may be legally owned without possession of a firearms certificate.
  - iii. *Motor vehicles*.
  - iv. Mechanically propelled aircraft or watercraft. However *you* are insured for toys or models.
- e. Liability, if *you* or any member of *your household* passes on any disease or virus.
- f. Liability as a result of any agreement or contract unless *you* were liable before *you* made the agreement or contract.

### *The most we will pay under this Section*

This is €1,200,000. This is the total amount *we* will pay under Section 7 of Part A, Section 15 of Part B and Section 2 of Part E of your policy added together. This is for all claims made against *you* or any member of *your household* as a result of any one incident. *We* will also pay any extra costs and expenses made against *your household* or incurred by *your household* with our written permission.

## Section 16

### *Insurance for your Liability to your Domestic Employees*

*We* will insure *you* for all sums which *you* become legally liable to pay following accidental bodily injury to or illness of any person who you employ as domestic staff. In the same way as *you* are insured *we* will also insure any member of your family who permanently lives with *you* and who employs domestic help.

### *No Special Exclusions*

(But see General Exclusions).

### *The most we will pay under this Section*

This is €2,350,000. This is the total amount *we* will pay for all claims made against *you* or any member of *your household* as a result of any one incident. *We* will also pay any extra costs and expenses made against *your household* or incurred by *your household* with our written permission.

## Section 17

### *Insurance for your Liability as a Tenant*

*We* will insure *you* for all sums which *you* become legally liable to pay as a tenant of your *buildings*, but not as the owner.

These must be as a result of any of the following:

#### **Special Exclusions** (See also General Exclusions).

- |   |   |
|---|---|
| 1. Loss or damage listed in paragraphs 1 to 14 of Section 1 of Part A of this policy to: <ul style="list-style-type: none"> <li>i. <i>your buildings</i>; or</li> <li>ii. interior decorations</li> </ul> | <ul style="list-style-type: none"> <li>a. Any Special Exclusions listed in Section 1 of Part A of this policy.</li> <li>b. The cost of maintenance and normal redecoration.</li> <li>c. Your liability for any loss or damage which happens as soon as your <i>home</i> becomes <i>unoccupied</i> for more than 30 consecutive days.</li> </ul> |
| 2. Accidental breakage of fixed glass and sanitary fittings   | <ul style="list-style-type: none"> <li>a. The cost of maintenance and normal redecoration.</li> <li>b. Your liability for any loss or damage which occurs as soon as your <i>home</i> becomes <i>unoccupied</i> for more than 30 consecutive days.</li> </ul>   |

- 
- |  |   |
|--|---|
| 3. Accidental damage to underground service pipes and cables | a. Any Special Exclusions listed in Section 3 of Part A of this policy.   |
|  | b. The cost of maintenance.   |
|  | c. Your liability for any loss or damage which happens as soon as your <i>home</i> becomes <i>unoccupied</i> for more than 30 consecutive days. |
- 

### *The most we will pay under this Section*

We will pay up to 10% of the *amount insured* as shown on your latest schedule for *contents*.

## Section 18

### *Prams, pushchairs and wheelchairs*

We will settle your claim, as explained in the Claims Settlement, if a pram, pushchair or wheelchair belonging to your *household* is stolen or damaged anywhere in Malta. Related accessories will only be covered if they are stolen together with your pram, pushchair or wheelchair.

### *Special Exclusions*

(See also General Exclusions).

- a. The first €35 of each incident.
- b. The cost of replacing or repairing electrical or mechanical equipment that has broken down or been misused.
- c. Loss or damage caused by any process of cleaning, repair or alteration.

### *The most we will pay under this Section*

This is €600.

## Section 19

### *Fire Extinguishing Expenses*

We will settle your claim, as explained in the Claims Settlement, for the cost of replenishing fire fighting appliances and accidental destruction to such appliances following a fire in your *home*.

### *No Special Exclusions*

(But see General Exclusions).

### *The most we will pay under this Section*

This is €250.

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## **Important Note**

### *Insurance when your home is left Unoccupied*

When your *home* is left *unoccupied*, your policy operates as follows:

1. **for up to 30 consecutive days** insurance protection as described in Section 1 - Insurance for *Household Contents*.
2. **after 30 consecutive days** insurance protection as described in Section 1 - Insurance for *Household Contents* except for:
  - a. breakage of or damage to fixed glass and sanitary fixtures.
  - b. loss or damage, other than by fire or explosion, caused by theft or attempted theft, vandalism or acts of malicious persons but *you* are insured for loss or damage caused by fire, explosion or smoke.
  - c. water escaping from any fixed plumbing installation, washing machine, dishwasher, refrigerator, water bed or fish tank.
  - d. damage caused by oil leaking from any fixed heating installation, pipes or equipment.

# Wider Cover Part C for Personal Possessions

## IMPORTANT

**Part C of your policy only applies if you have chosen to insure your *Personal Possessions* for wider cover and the words 'Personal Possessions' appear on your latest schedule.**

Additionally, Wider Cover applies for any *personal possessions* you have chosen to specify and which appear on your latest schedule.

You are covered by the insurance provided under Part C during the *period of insurance*. However, this depends on the limits and Special Exclusions (shown in Part C), General Exclusions and General Conditions.

## *Personal Possessions*

We will settle your claim, as explained in the Claims Settlement, if your *personal possessions* are accidentally lost, damaged or stolen while they are:

1. in your *buildings* or within the boundaries of your *buildings*;
2. temporarily moved to anywhere in *Malta*; or
3. temporarily moved to anywhere in the rest of the world for up to 15 consecutive days.

## *Special Exclusions*

(See also General Exclusions).

- a. The first €35 of each incident.
- b. The cost of replacing or repairing electrical or mechanical equipment that has broken down or been misused.
- c. Loss or damage caused by:
  - i. vermin, insects, mildew; or
  - ii. any process of cleaning, repair or alteration.
- d. Loss or damage during removals or while in a furniture store, salesroom or exhibition.
- e. Loss or damage to the following:
  - i. *motor vehicles*, caravans, trailers, boats, canoes, surfboards, sailboards, hovercraft, aircraft, gliders, and any accessory which is designed to be used with any of these;
  - ii. living creatures;
  - iii. any items which do not belong to *your household* and which they are not legally responsible for;
  - iv. any item (except for mobile phones if covered under this section) owned or used either totally or partly for business purposes or connected with any employment;
  - v. any item more specifically insured by this or any other policy;
  - vi. parachutes and sub-aqua equipment while they are being used.
- f. Loss of or damage to any pedal cycle which is left unlocked and unattended away from *buildings*.
- g. Loss or damage caused by theft or attempted theft from road vehicles.
- h. Loss or damage to musical instruments caused by scratching, bruising or denting, loss of tone or breakage of strings.
- i. Any loss or damage which is excluded elsewhere in Part B of this policy.

## *The most we will pay under this Section*

We will pay up to the *amount insured* for each specified item as shown on your latest schedule for *personal possessions*.

# Personal Accident

## Part D

**Part D of your policy only applies if you have chosen to take up this cover and the words 'Personal Accident' appear on your latest schedule.**

We will insure the persons mentioned in the *schedule* against bodily injury or death caused by violent, accidental external and visible means sustained during the *period of insurance* whilst:

- a. anywhere in the Maltese Islands.
- b. on holiday or business anywhere in Europe for visits up to 15 consecutive days.

### *Benefits Applicable*

*(age limits 16 to 75 inclusive)*

1. Death	€12,000 per person
2. Loss of one or more limbs or sight in one or both eyes	€12,000 per person
3. <i>Permanent Total disablement</i> after 104 weeks EXCEPT when compensation is paid under Item 2 above	€12,000 per person
4. <i>Permanent Partial Disablement</i>	The following benefits shall apply: Complete deafness of one ear € 3,500 Loss of thumb (both phalanxes) € 2,500 Partial loss of thumb (one phalanx) € 1,200 Loss of forefinger (both phalanxes) € 4,000 Partial loss of forefinger (one phalanx) € 600 Loss of finger other than thumb or forefinger € 600 Loss of big toe € 1,200 Loss of any other toe € 350
5. <i>Temporary Total Disablement</i> from engaging in or giving attention to profession or occupation (Payment limited up to 104 weeks but excludes the first 7 days or any other period shown in <i>the schedule</i> of any period of disablement)	€115 per week or full weekly wage, whichever is the less
6. Medical Expenses	€600 any one policyholder in respect of any one injury

### *Special Conditions*

1. Death or disablement must occur within one year of injury.
2. This section is not applicable to any person under 16 or over 75 years of age at the date of accident.
3. Benefit 5 operates only if you are gainfully employed at the time of accident.
4. Benefit 6 operates only if you or any member of your household have a valid claim for benefit under this section.

## *Special Exclusions*

(See also General Exclusions).

This section does not insure *you* against death, bodily injury or sickness caused by or resulting from:

1. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
2. suicide or attempted suicide, or wilful exposure to danger (except in an attempt to save human life), or due to, contributed to, or accelerated by venereal infection.
3. flying or other aerial activities except while travelling in an aircraft as a passenger, not as pilot or aircrew, nor for the purpose of undertaking any trade or technical operation in or on the aircraft.
4. accidents occurring while *the policyholder* is:-
  - i. engaged in motor cycling (whether as driver or passenger), mountaineering or rock climbing ordinarily necessitating the use of ropes or guides, pot-holing, hunting, or playing football or rugby for which remuneration is received.
  - ii. engaged in or practicing for speed or time trials, sprints, or racing of any kind (other than on foot).
  - iii. under the influence of intoxicating liquor or drugs (other than drugs taken under medical supervision and not for the treatment of drug addiction).
5. pregnancy and/or childbirth.
6. injury consisting solely of or resulting directly or indirectly from illness, disease, disorder, or existing defect.
7. injury sustained while suffering from insanity venereal disease, Human Immunodeficiency Virus (HIV) and/or AIDS and/or any mutant derivatives or variations thereof, however caused.

# Home Worker Extension

## IMPORTANT

**Part E of your policy only applies if you have chosen to take up this cover and the words 'Home Worker Extension' appear on your latest schedule.**

You are covered by the insurance provided under Part E during the period of insurance. However, this depends on the limits and Special Exclusions (shown in Part E), General Exclusions and General Conditions.

## *Claims Settlement*

If your *business contents* are lost or damaged in any of the circumstances explained in the appropriate section of your policy, we can choose to:

1. pay the cost of repairs; or
2. arrange for repairs; or
3. pay the cost of an equivalent replacement; or
4. give you an equivalent replacement; or
5. pay you cash based on the cost of repairs; or
6. pay you cash based on the cost of an equivalent, with an amount taken off for wear and tear if you are claiming *business contents* which you do not intend to replace.

If at the time of loss or damage, the *amount insured* for *business contents* is less than the cost of replacing the item as new, we will only pay the following fraction of any claim that we accept:

$$\frac{\text{Amount insured}}{\text{Total Replacement Cost}}$$

For example, if the *amount insured* is only three quarters of the total replacement cost, we will only pay three quarters of the claim.

## *Matching of Items*

We will not pay for the cost of altering or replacing any items or parts of items which are not lost or damaged and which form part of a set, suite or other article of the same type, colour or design.

# Section 1

## *Insurance for Business Contents*

We will settle your claim as explained in the Claims Settlement if your *business contents* are lost or damaged while in your *home*.

You are insured if this loss or damage is caused by any of the following:

	<b>Special Exclusions</b> (see also General Exclusions).
1. Fire	no special exclusions
2. Explosion	no special exclusions
3. Smoke	loss or damage caused by: a. agricultural or industrial operations b. any gradually operating cause
4. Lightning and thunderbolt	no special exclusions
5. Earthquake	no special exclusions
6. Theft or attempted theft from your <i>home</i>	a. if not accompanied by forcible and violent entry into your <i>home</i> b. loss or damage if your <i>home</i> is <i>unoccupied</i> - see Important Note
7. Riot, civil commotion, labour and political disturbances, vandalism and acts of malicious persons	loss or damage if your <i>home</i> is <i>unoccupied</i> - see Important Note
8. Water escaping from any fixed plumbing installation, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank	a. loss or damage if your <i>home</i> is <i>unoccupied</i> - see Important Note b. the first €35 of each incident
9. Oil leaking from any fixed heating installation, pipes or apparatus	loss or damage if your <i>home</i> is <i>unoccupied</i> - see Important Note
10. Storm or Flood	loss or damage caused by humidity, condensation and dampness as a result of ingress of water
11. Falling Trees	the first €35 of each incident
12. Impact by any vehicle or animal	loss or damage caused by insects, birds or domestic pets
13. Aircraft and other aerial devices or articles dropped from them	no special exclusions

## *The most we will pay under this Section*

We will pay up to the *amount insured* as shown on your latest *schedule* under the Home Worker Extension section, limited to €800 in respect of *business money*.

## *Special Exclusions*

(See also General Exclusions)

- a. Loss arising from fraud or dishonesty of any employee.
- b. Shortages due to accounting or clerical errors.

## Section 2

### *Insurance for Liability as Occupier of your Buildings*

As *you* are the occupier of your *buildings* we will insure *you*, for all sums which *you* become legally liable to pay for accidents happening in and around your *buildings*.

These accidents must result in:

1. bodily injury to or illness of any person (but not any member of *your household* or your employees); or
2. loss or damage to property.

### *Special Exclusions*

(See also General Exclusions)

- a. Loss of or damage to property which belongs to or is in the care of:
  - i. *your household*;
  - ii. any other person living permanently with *you*; or
  - iii. any person employed by members of *your household*.
- b. Liability which happens because *you* own or occupy any land or building which is not one of the following:
  - i. *your buildings*;
  - ii. any previous *buildings* which *you* occupied immediately before it was disposed of or sold and for which *you* may be liable.
- c. Liability which happens because *you* own, possess or use the following:
  - i. Animals.
  - ii. Firearms.
  - iii. *Motor vehicles*.
  - iv. Mechanically propelled aircraft or watercraft.
- d. Liability, if *you* or any member of *your household* passes on any disease or virus.
- e. Liability as a result of any agreement or contract unless *you* were liable before *you* made the agreement or contract.
- f. Injury, disease, loss or damage caused by goods sold, supplied, repaired, serviced, maintained or manufactured by *you* or by remedial, professional or other treatment.

### *The most we will pay under this Section*

This is €1,200,000. This is the total amount we will pay under Section 7 of Part A, Section 15 of Part B and Section 2 of Part E of your policy added together. This is for all claims made against *you* or any member of *your household* as a result of any one incident. We will also pay any extra costs and expenses made against *your household* or incurred by *your household* with our written permission.

# General Conditions

The following conditions apply to your policy as a whole.

## 1. Making a Claim

### a. What you must do.

You must tell us in writing as soon as possible, but within 30 days after any loss, damage or accident. You must also tell us if you know of any writ, summons or impending prosecution against you. You must send every letter or document about a claim to us immediately.

### b. Do not negotiate.

You, or any other person insured under this policy, or anyone else acting on your or their behalf, must not negotiate, admit or deny liability without our written permission.

### c. Tell the police.

You must tell the police about all incidents of accidental loss, theft, attempted theft or vandalism, or loss, damage or injury caused by malicious persons.

## 2. We can do the following

- a. Defend or settle any legal action in your name, or in the name of any other person insured by this policy.
- b. Recover any payment we make under the policy to anyone else at our own expense and for our own benefit and we can do it in your name, or in the name of any other person insured by this policy.
- c. Ask you and any other person insured by this policy for all the information and help we need.

## 3. Your duty of care

You and your household must keep your property in a good state of repair and take all reasonable steps to prevent injury, loss or damage.

## 4. Salvage

We can enter any building where there has been loss or damage and deal with any salvage in a reasonable manner. However, you cannot just abandon property for us to deal with.

## 5. Other Insurances

If you make a claim under this policy and you were covered for the same loss, damage or liability by any other insurance, we will only pay our share of the claim.

## 6. Disagreement over amount of claim

If we have accepted a claim but there is disagreement over the amount to be paid, an arbitrator will decide. When this happens, the arbitrator must decide on an award before proceedings are started against us.

## 7. Telling us about a change

You must tell us as soon as possible about any change in the information you gave us if it will affect this policy. If you do not, your policy may not be valid or you may not be properly covered. We can change the terms of your policy at any time if we find out about any fact which may affect the cover provided by your policy.

## 8. *Insuring Buildings and Items Properly*

Make sure that the amounts *you* insure for will always give *you* enough cover. The *amount insured* for *buildings* should be enough to rebuild your *buildings* as new including the cost of professional fees, clearance costs and costs *you* must pay by law.

In all other cases the *amount insured* should be enough to replace all of the insured items, with an amount taken off for wear and tear on items of clothing and linen, and for pedal cycles.

## 9. *Dishonest Claims*

We will not pay any claim made under this policy if *you* or anyone acting for *you* knows it is dishonest or exaggerated in any way. If this happens, we will also cancel all cover immediately and are entitled to tell the police of any such dishonest claim.

## 10. *Cancellation*

You can cancel the policy by writing to *us*. *You* may be entitled to a refund of your premium as long as no claim has been made during the current *period of insurance*.

The refund due to *you* will be calculated on the customary short period rates used by the Company at the time of cancellation, a copy of which may be viewed upon request.

We can cancel the policy by giving 7 days notice. We will send a recorded delivery letter about this to the address shown on your latest *schedule*. If we cancel the policy, *you* may be entitled to a refund for any *period of insurance* which *you* have not used as long as no claim has been made during the current *period of insurance*.

We can also cancel the policy immediately if *you* do not pay the premium or do not make a payment under any installment scheme or linked credit transaction. *You* will not get a refund for any installments *you* have already paid.

## 11. *Contract Clause*

This Contract of Insurance shall for all effects and purposes be deemed to be a Maltese Contract and shall be governed by and according to Maltese Law and subject to the exclusive jurisdiction of the Maltese Courts.

## 12. *Maltese Jurisdiction Clause*

Without prejudice to any arbitration proceedings in *Malta* under current statutory provisions, this Policy shall be subject to the exclusive jurisdiction of the Maltese Courts.

We will pay only in respect of judgements, orders or awards that are delivered by or obtained from a court within *Malta*, or in Arbitration in *Malta* under current statutory provisions. We will not pay in respect of any judgement, order or award obtained in *Malta* for the enforcement of a judgement or arbitration award obtained elsewhere or to costs and expenses of litigation recovered by any claimant from *you* or any other persons entitled to indemnity under this policy which costs and expenses of litigation are not incurred in *Malta*.

# General Exclusions

The following exclusions apply to your policy as a whole.

## 1. *Seizure or Confiscation*

**The policy does not insure** confiscation, commandeering, nationalization, seizure, restrain, detention, appropriation, requisition or destruction of or damage to property by order of any government de jure or de facto by any public authority.

## 2. *Sonic Booms*

**This policy does not insure** damage caused directly by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.

## 3. *Radioactive Contamination*

**This policy does not insure** loss or damage to any property, any resulting loss or expense or any legal liability that is caused by or contributed to, or that arises from:

- i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly.

## 4. *Riot or Civil Commotion*

**This policy does not insure** loss or damage caused by, or contributed to, or that arises from riot or civil commotion outside *Malta*.

## 5. *War Risks*

**The policy does not insure** any consequence of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising military or usurped power or any person or persons acting on behalf of or in connection with any organisation, the object of which include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.

## 6. *Consequential Loss*

**This policy does not insure** consequential loss of any kind incurred by *your household*.

## 7. *Liability Exclusion*

**This policy does not insure** any amounts *you* may be liable to pay for punitive and exemplary damages.

## 8. *Other Exclusions*

**This policy does not insure** loss of or damage to any property caused by the following:

- a. Wear and tear or loss of value over time.
- b. Faulty workmanship, design or materials.
- c. Reduced value after it has been repaired or replaced.
- d. Any gradually operating cause including but not limited to seepage of water over a period of time.
- e. Vermin, insects, mildew, fungus, climatic or atmospheric conditions, rising damp, wet or dry rot.

Head Office: Msida Road, Gzira GZR 03, Malta  
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Branches: B'Kara • Hamrun • Mellieha • Mriehel • Paola • Qormi • Rabat • Sliema • Valletta

GasamMamo Insurance is authorized to carry on business of Insurance regulated by the MFSA

## 9. *Terrorism Exclusion*

**This policy does not insure** loss, damage, cost or expense and any legal liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, damage, cost or expense and any legal liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

# Complaints Procedure

As a valued customer *you* are right to expect fairness and a swift and courteous service at all times.

*We* recognise that sometimes *you* may be dissatisfied with our service. To help *us* improve *we* would appreciate your honesty in telling *us* about your experience of our service – your feedback will make the difference.

## *What You Should Do*

- Step 1. Please speak to your usual insurance advisor or your GasanMamo Insurance Ltd contact.
- Step 2. If *you* remain dissatisfied or *you* feel your complaint remains unsolved please write to the Managing Director, GasanMamo Insurance Ltd, Msida Road, Gzira GZR1405 giving *us* your policy or claim number in any correspondence.
- Step 3. If, after making a complaint to *us*, *you* are still unhappy and feel the matter has not been resolved to your satisfaction *you* may wish to contact the Consumer Complaints Manager, Malta Financial Services Authority, Notabile Road, Attard BKR3000.

Following these procedures will not affect your right to take legal action.

## *Telephone Monitoring*

For our joint protection, telephone calls may be recorded and/or monitored.

# Protection & Compensation Fund Regulations 2003

Under the Protection and Compensation Fund Regulations 2003, should the Company be unable to meet all its liabilities to policyholders, compensation may be available.

Further information may be obtained by visiting the Malta Financial Services Authority website [www.mfsa.com.mt](http://www.mfsa.com.mt)